

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

CALEB BARNETT, et al.,
Plaintiffs,

V.

KWAME RAOUL, et al.,
Defendants,

DANE HARREL, et al.,
Plaintiffs,

V.

KWAME RAOUL, et al.,
Defendants,

JEREMY W. LANGLEY, et al.,
Plaintiffs,

V.

BRENDAN KELLY, et al.,
Defendants,

**FEDERAL FIREARMS LICENSEES OF
ILLINOIS, et al.,
Plaintiffs,**

V.

**JAY ROBERT “J.B.” PRITZKER, et al.,
Defendants.**

Case No. 3:23-cv-209-SPM

****designated Lead Case**

Case No. 3:23-cv-141-SPM

Case No. 3:23-cv-192-SPM

Case No. 3:23-cv-215-SPM

DECLARATION OF SCOTT PULASKI ON BEHALF OF
PLAINTIFF PIASA ARMORY

1. I, Scott Pulaski, am the Managing Member of Piasa Armory, a plaintiff in the above-titled action. I am over the age of 18 and I make this declaration of my own knowledge, except as to any matters stated therein on information and belief, and as to such matters I believe

them to be true. If called as a witness, I could and would testify competently to the truth of the matters set forth herein.

2. Piasa Armory is a current federal firearms licensee and has been one in Illinois since 2013. Since 2013, Piasa Armory has operated a storefront in Alton, Illinois where it offers firearm sales and repairs (gunsmithing), as well as training and target-practice at its onsite shooting range facility. Piasa sells both new and used firearms, some from manufacturers and other from members of the public. It also facilitates firearm transfers between private parties. Part of Piasa's business model is to acquire firearms that it can resell, oftentimes in bulk in the form of firearm/part collections, which may include items it might normally carry but that it would offer for sale when acquired. Piasa is in the business of selling any legal, safe firearm that it acquires. Piasa has always tried to accommodate its customers seeking specific items it does not generally have as inventory.

3. Prior to January 10, 2023, Piasa sold various firearm categories that Illinois's Protect Illinois Communities Act, House Bill 5471 ("PICA") restricts as "assault weapons," including:

- A. semiautomatic rifles that accept detachable magazines and have one, multiple, or all of the following features:
 - i. a pistol grip;
 - ii. thumbhole stock;
 - iii. a protruding grip that can be held by the non-trigger hand;
 - iv. an adjustable, folding, or detachable stock;
 - v. a flash suppressor; and
 - vi. a shroud attached to the barrel or that partially or completely encircles the barrel, allowing the bearer to hold the firearm with the non-trigger hand without being burned, but excluding a slide that encloses the barrel;

including, some of the rifles listed by make and model in 720 Ill. Comp. Stat. Ann. 5/24-1.9, subd. (a)(1)(J), or their copies, duplicates, variants, or altered facsimiles;

B. SKS rifles with a detachable magazine (with or without the features listed in 720 Ill. Comp. Stat. Ann. 5/24-1.9, subd. (a)(1)(A));

C. semiautomatic rifles that have a fixed magazine with the capacity to accept more than 10 rounds;

D. semiautomatic pistols that accept detachable magazines and have one, multiple, or all of the following features:

- i. a threaded barrel;
- ii. a second pistol grip or another feature capable of functioning as a protruding grip that can be held by the non-trigger hand;
- iii. a shroud attached to the barrel or that partially or completely encircles the barrel, allowing the bearer to hold the firearm with the non-trigger hand without being burned, but excluding a slide that encloses the barrel;
- iv. a flash suppressor;
- v. the capacity to accept a detachable magazine at some location outside of the pistol grip; and
- vi. a buffer tube that protrudes horizontally behind the pistol grip;

including some of the pistols listed by make and model in 720 Ill. Comp. Stat. Ann. 5/24-1.9, subd. (a)(1)(K), or their copies, duplicates, variants, or altered facsimiles;

E. semiautomatic shotguns that have any one of the following features:

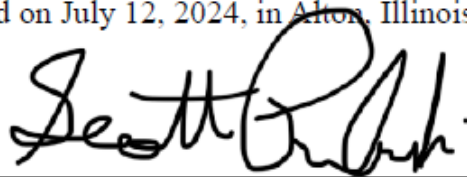
- i. a pistol grip;
- ii. a thumbhole stock;
- iii. a folding stock;

- iv. a feature capable of functioning as a protruding grip that can be held by the non-trigger hand;
 - v. the capacity to accept a detachable magazine.
- including, some of the shotguns listed by make and model in 720 Ill. Comp. Stat. Ann. 5/24-1.9, subd. (a)(1)(L), or their copies, duplicates, variants, or altered facsimiles;
- F. semiautomatic shotguns that have a fixed magazine with the capacity of more than 5 rounds;
 - G. rifles chambered for .50 BMG ammunition;
 - H. .50 BMG ammunition;
 - I. semiautomatic firearms that have the capacity to accept a belt ammunition feeding device;
 - J. individual parts that when affixed to a rifle, pistol, or shotgun, would bring the respective firearm into PICA's definition of an "assault weapon," including, but not limited to: pistol grips; flash suppressors; barrel shrouds; adjustable, telescoping, or removal stocks; thumbhole stocks; and a part capable of functioning as a protruding grip that can be held by the non-trigger hand
4. PICA has injured Piasa by precluding it from lawfully:
- A. selling to "nonexempt purchasers"^[1] any of the firearms, ammunition, or parts identified in Paragraph 3, above, some of which were among the most popular firearms and parts that Piasa sold prior to PICA taking effect (particularly the semiautomatic rifles with detachable magazines and related features, such as pistol grips, flash suppressors, adjustable stocks, barrel shrouds, etc.), thereby causing Piasa to lose a significant source of revenue;

^[1] "Non-exempt purchasers" means individuals or entities not exempt from restrictions on purchase or possession under the Protect Illinois Communities Act (Illinois Public Act 102-1116), as specified in 720 ILCS 5/24-1.9(e) and 720 ILCS 5/24-1.10(e)

- B. repairing or modifying any of the firearms described in Paragraph 3, above, on behalf of “non-exempt purchasers,” or replacing or adding parts on firearms that are themselves restricted by PICA, thereby causing Piasa to lose a significant source of revenue;
 - C. training customers who are “non-exempt purchasers” on the firearms described in Paragraph 3, above, thereby causing Piasa to lose a significant source of revenue.
5. But for fear of prosecution under PICA for doing so, PICA would engage in each of the activities described in the preceding paragraph. Specifically, Piasa would lawfully:
- A. resume selling the firearms, parts, and ammunition described in Paragraph 3, above, to “non-exempt purchasers;”
 - B. resume repairing and modifying firearms described in Paragraph 3, above, on behalf of “non-exempt purchasers,” including using parts that PICA currently restricts;
 - C. resume training customers who are “non-exempt purchaser” on the firearms described in Paragraph 3, above.
 - D. sell any legal and safe firearm or ammunition that PICA restricts, even if it has not sold it in the past.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct and that this declaration was executed on July 12, 2024, in Alton, Illinois.

A handwritten signature in black ink, appearing to read "Scott Pulaski", written over a horizontal line.

Scott Pulaski
Declarant

CERTIFICATE OF SERVICE

I hereby certify that on July 12, 2024, an electronic PDF of **DECLARATION OF SCOTT PULASKI ON BEHALF OF PLAINTIFF PIASA ARMORY** was sent by electronic mail to the following registered attorneys participating in the case:

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Dated: July 12, 2024

s/ Laura Palmerin
Laura Palmerin